

X

70-50-3

WARRANTY DEED

Know All Men By These Presents

006472

That **Holmes Farm Associates, Inc.**, a Maine corporation, with a place of business in Fairfield, County of Somerset and State of Maine, in consideration of ONE DOLLAR (\$1.00) and other valuable consideration paid by **Stephen S. Frost and Alexandra R. Frost** of Waterville, County of Kennebec and State of Maine, and whose mailing address is 84 W. River Road, Waterville, ME 04901, the receipt whereof it does hereby acknowledge, do hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said Stephen S. Frost and Alexandra R. Frost, as joint tenants and not as tenants in common, their heirs and assigns forever,

A certain lot or parcel of land situated in the City of Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows:

Being Lot No. 3 as shown on the final subdivision plan entitled "Holmes Farm North Estates" dated November 2, 1995 and recorded in the records for plans for the Kennebec County Registry of Deeds in Book E-96, Page 023, consisting of 3.56 acres. Said plan is incorporated herein and reference may be had to such plan for the precise location and metes and bounds of said Lot No. 3.

The lot is conveyed together with a right of way in common with others from the public road known as the County Road over Stream View Drive as depicted on said plan of Holmes Farm North Estates for all purposes including utilities. Said Stream View Drive has been accepted as a public street.

The following use, restrictions, and covenants shall apply to Lot No. 3 and to each other lot in Holmes Farm North Estates, which covenants and restrictions shall be construed as real covenants running severally with each lot:

1. Commercial Use Prohibited. No lot hereafter conveyed shall be used for any commercial purpose whatsoever, but solely for private single-family residential purposes. This restriction shall not be construed to prevent rental of any home on said lot for private residential purposes.

2. One House Only. No more than one principal residential building designed for single family use shall be maintained on any lot at any one time, and not more than one private garage or carport to accommodate no more than three (3) motor vehicles, and no other buildings shall be maintained on any lot.

3. Set Backs. No building or structure of any type shall ever be erected on any such lot which building or structure is not set back a minimum of twenty-five (25) feet from any lot line or the minimum standard required by the City of Waterville.

4. Building Requirements. (a) All structures erected on any lot hereby conveyed shall have an exterior finish of clapboards, shingles, masonry, or other equal quality finish with no tar paper, tarred shingles, or other types of tarred siding allowed. Vinyl siding will only be approved if used in conjunction with wood siding and uses natural wood trim as

detailed and approved by Grantor; (b) Each single floor residential building shall contain at least two thousand one hundred (2,100) square feet of finished living space on the first floor to include open porches that are on permanent foundations, roof covered, and totally finished, both interior and exterior but exclusive of breezeways, sheds, garages, and unfinished porches not on a permanent foundation. If more than one floor, each residential building shall contain at least one thousand seven hundred (1,700) square feet of finished living space on the first floor using the same criteria as above and a second floor of not less than seven hundred (700) square feet of finished living space; (c) All structures erected on any such lot shall be promptly and expeditiously completed as to their exterior, including paint, stain, or varnish on any exterior surfaces above the foundation within one (1) year after construction is commenced; (d) complete building plans and specifications, including a professionally prepared site plan, shall be submitted to the Grantor for its approval prior to the commencement of construction to ensure compliance with the covenants and restrictions set forth herein and to maintain the quality and integrity of the development.

Grantor shall consider the materials to be used on the external features of any buildings or structures, including exterior colors, harmony of external design with existing structures already on the property, the roof lines and height, the building bulk or mass of said buildings or structures, the location with respect to topography and finished grade elevations and harmony of landscaping with the natural settings and surroundings. Grantor shall exercise its best judgment to see that all improvements, construction, landscaping, and alterations on the property approved by Grantor conform and harmonize with the natural surroundings and with existing structures as to external design, bulk, roof lines, materials, color, siding, height, topography, grade, and finished ground elevation. Grantor shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants. Approval or disapproval by Grantor of plans, locations, or specifications shall be based upon the criteria set forth or contemplated by these covenants and restrictions and such approval will not be unreasonably withheld.

Whenever approval is required of Grantor, appropriate complete plans, specifications, and stakeout shall be submitted to Grantor for preliminary and final review and approval. Grantor shall give notice to the applicant upon receipt of the completed application for either preliminary or final approval and shall either approve, disapprove, or approve with conditions, such application within thirty (30) days after such notice. If the application is disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. Upon disapproval, the party submitting the plans may request arbitration within thirty (30) days on the reasonableness of the disapproval. Each party shall designate an arbitrator of its choice and the two thus chosen shall pick a third. Majority decision shall be deemed binding and shall be accomplished within thirty (30) days once the three arbitrators have been designated, or the plans shall be deemed approved. If such plans and specifications are not approved, disapproved, or approved with conditions within thirty (30) days after notice of receipt, they shall be deemed approved.

Grantor shall not be liable in damages to any persons submitting any plans for approval, or to any owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regards to such plans. Any owner or persons submitting plans to Grantor for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against Grantor, its officers as individuals, or its advisors, employees, or agents.

All construction whenever commenced shall be in accordance with these covenants and restrictions and the plans and specifications as approved by the Grantor.

5. Exterior Appearance. Each lot hereby conveyed and all improvements thereon shall be maintained by the owner so as to present a neat and attractive exterior appearance at all times. No unregistered motor vehicles, junk, or debris shall be stored on

the premises; should any improvements on the premises be damaged by casualty or become unsightly through wear and tear, the same will be promptly razed or restored to a neat exterior appearance in line with the building requirements above set forth. No outdoor fires (other than within a barbecue unit) shall be permitted without a proper burning permit. No activity shall be permitted on any lot, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood.

6. Signs. No signs or other advertising devices shall be exhibited on any lot, except for a single, neatly kept sign, with not over 144 square inches of surface area, identifying the occupant(s). The Grantor may maintain a sign for the development and for lot sales. Temporary signs indicating that a residence is for sale may be used, but no more than one per lot at any one time, and of dimensions no greater than is customary at the time. Under no circumstances shall projecting, neon, brightly lighted, or internally lighted signs be permitted on any lot.

7. Animals. No animals or fowl shall be kept on the premises except ordinary household pets, regularly housed within the home and, even in the case of such household pets, no more than two (2) dogs or cats, or one each, shall be permitted for each lot.

8. Trailers and Tents. No recreational vehicles, house trailers, camping trailers, travel trailers, tents, or other form of mobile or temporary residence which is not contained within a building shall be kept on a lot for any period in excess of thirty (30) consecutive days or forty-five (45) days in the aggregate in any calendar year.

9. Subdivision. Further subdivision of any lot shall be prohibited.

10. Compliance with Laws and Ordinances. All construction work, including excavation, sewerage work, and all uses shall be in accordance with all applicable local and state laws, ordinances, and regulations and the subdivision approval given to the Development by the City of Waterville.

11. Buffer Strip Along Messalonskee Stream. There will be a one hundred (100) foot wide natural tree buffer strip along Messalonskee Stream within which: (a) there will be no tree cutting other than hazard trees; (b) there will be no use of fertilizer or herbicides; (c) normal foot traffic and reasonable access to the shoreline by the homeowner are allowed.

12. The Grantor and every person or entity now owning, or hereafter owning, any lot in Holmes Farm North Estates shall have the right, but not the obligation to prevent or stop the violation of these covenants or restrictions in injunction or other lawful procedure and to recover any damages resulting from such violations, including reasonable attorneys fees assessable against the violating party.

BEING a portion of the premises acquired by Holmes Farm Associates, Inc. by Warranty Deed from Scott S. Holmes and Patricia G. Holmes dated October 1, 1992 and recorded in the Kennebec County Registry of Deeds in Book 4271, Page 176.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof to the said Stephen S. Frost and Alexandra R. Frost, as joint tenants, their heirs and assigns, to them and their use and behoof forever.

AND it does COVENANT with the said Grantees, their heirs and assigns, that it is lawfully seized in fee of the premises; that they are free of all encumbrances, EXCEPT AS AFORESAID; that it has good right to sell and convey the same to the said Grantees to hold as aforesaid; and that it and its successors and assigns shall and will WARRANT and

DEFEND the same to the said Grantees, their heirs and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Holmes Farm Associates, Inc., has caused this instrument to be sealed with its corporate seal and signed in its corporate name by Kevin Violette, its President thereunto duly authorized this 2ND day of March, 1999.

Signed, Sealed and Delivered
in the presence of

Holmes Farm Associates, Inc.

William P. Dubord
Witness

By: Kevin Violette
Kevin Violette
Its: President

STATE OF MAINE
County of Kennebec, ss.

Date: March 2, 1999

Personally appeared the above-named Kevin Violette, President of said corporation as aforesaid and acknowledged the foregoing instrument to be his free act and deed in his capacity, and the free act and deed of said corporation.

Before me,

William P. Dubord
William P. Dubord, Notary Public
My commission expires: 6/26/2001



RECEIVED KENNEBEC SS.

1999 MAR -5 AM 9:00

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ATTEST: Norma Reed Means
REGISTER OF DEEDS